

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

Gabriella Angulo,  
Plaintiff

v.

R & A, LLC, et al.,  
Defendants

Docket 3:18-cv-00736-JFS

(MAGISTRATE JUDGE JOSEPH F.  
SAPORITO)

FILED ELECTRONICALLY

**AMENDED STIPULATION**

1. The parties withdraw the stipulation filed to Docket Entry 60.
2. Contemporaneously with the filing of this stipulation, Defendants are filing an offer of judgment and notice of acceptance.
3. The offer provides for payment to Plaintiff of \$30,000.00, plus reasonable attorneys' fees and costs. Thus, although the offer resolves the substantive portion of Plaintiff's claims, it leaves unanswered the amount of reasonable attorney's fees and costs to be paid to Plaintiff pursuant to applicable law.
4. The offer provides that "[t]he parties shall attempt to negotiate the attorneys' fees and costs. If they are unable to do so, then these amounts shall be determined by the Court upon application by Plaintiff."
5. The parties are proceeding with the attempt to negotiate the fees and costs. Plaintiff has provided Defendants with a bill, and Defendants intend

to provide Plaintiff with specific objections to the bill within the next few days. The parties will then attempt to resolve those objections. If, despite good faith effort any objections remain unresolved, then Plaintiff will submit those issues to the Court by fee application.

6. This fee application will be due 28 days after the entry of a Court order approving this stipulation. By written agreement, the parties may extend this time without further Court order. The Court shall be apprised of any such extension by a status report filed on the docket.

7. Additionally, Defendants have tendered to Plaintiff's counsel a check in the amount of \$30,000.00 which has been placed into Plaintiff's counsel's trust account. Upon the Court's approval of this stipulation, those funds may be distributed from the trust account.

8. The portion of the judgment which provided for payment to Plaintiff of \$30,000.00 shall be marked satisfied. However, to the extent that the judgment contains a right to recover attorney's fees, that portion of the judgment will remain unsatisfied. By approving this stipulation, the Court expressly reserves jurisdiction to determine the reasonable attorney's fees and costs to be paid to Plaintiff.

9. If it is ever determined that the partial satisfaction of the judgment that is described in the previous paragraph affects the Court's

ability to award reasonable attorney's fees and costs, then that partial satisfaction of the judgment shall be void, Plaintiff shall return the \$30,000 that had been paid, and Plaintiff may then re-file her fee application. Nothing in this paragraph would prejudice any right that Defendants may have to seek to have the judgment withdrawn pending the adjudication of the fee petition.

10. Defendants will not present any argument that the partial satisfaction of judgment affects any ability that Plaintiff may have to recover attorney's fees and costs.

11. This stipulation is void unless it is approved by the Court without modification.

s/ Carlo Sabatini (with consent)

Carlo Sabatini, Bar ID PA 83831  
Sabatini Freeman, LLC  
Attorney for Plaintiff  
216 N. Blakely St.  
Dunmore, PA 18512  
Phone (570) 341-9000  
Facsimile (570) 504-2769  
Email: [ecf@bankruptcypa.com](mailto:ecf@bankruptcypa.com)

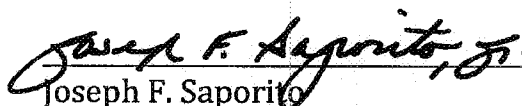
s/ John G. Dean

John G. Dean, Bar ID PA 76168  
Elliott Greenleaf, P.C.  
Attorney for Defendants  
15 Public Square, Suite 310  
Wilkes-Barre, PA 18701  
Phone (570) 371-5290  
Facsimile (570) 371-5550  
Email [jgd@elliottgreenleaf.com](mailto:jgd@elliottgreenleaf.com)

**ORDER**

So ordered.

Date: Feb. 4, 2020

  
Joseph F. Saporito  
United States Magistrate Judge